

*Recording Requested by and When
Recorded Please Mail to:*

Michael R. Dalla
City Clerk
City of National City
1243 National City Boulevard
National City, CA 91950-4301

APN(s):

Above Space for Recorder's Use Only.

MILLS ACT CONTRACT

For property located at _____

THIS CONTRACT is entered into by and between THE CITY OF NATIONAL CITY, a municipal corporation ("CITY") and _____ ("OWNER").

RECITALS

WHEREAS, California Government Code Section 50280, et seq., referred to as the Mills Act, authorizes cities to enter into contracts with the owners of qualified historic properties to provide for the use, maintenance, and restoration of such historic properties so as to retain their characteristics as properties of historic significance.

WHEREAS, Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, Assessor's Parcel No. _____, and located at the street address _____, National City, California, (the "Historic Site").

WHEREAS, the National City Council has designated the above property as a Historic Site and it is so listed and currently eligible for listing in the "List of Identified Historic Sites in National City".

WHEREAS, City and Owner, for their mutual benefit, now desire to enter into this Contract both to protect and preserve the characteristics of historic significance of the Historic Site and to qualify the Historic Site for an assessment of valuation pursuant to the provisions of Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, and of Article 12 (commencing with Section 50280) of Chapter 1 of Part 1 of Division 1 of the California Government Code (and as amended from time to time).

NOW THEREFORE, in consideration of the mutual benefits and covenants, City and Owner agree as follows:

1. Compliance with Council Policy. Owner shall comply with City Council Resolution No. 2002-67 incorporated herein by this reference.
2. Eligibility. To be eligible for this Contract, the Historic Site shall be listed and shall be currently eligible for listing in the "List of Identified Historic Sites in National City."
3. Standards for Historic Site. During the term of this Contract, the Historic Site shall be subject to the following conditions, requirements, and restrictions:
 - a. Owner shall preserve and maintain the Historic Site, and when necessary, restore and rehabilitate the Historic Site to conform to the rules and regulations of the Office of Historic Preservation of the Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, as amended from time to time. Work shall be done in accordance with the attached schedule of potential home improvements drafted by the Owner (Attachment A).
 - b. Owner shall maintain all buildings, structures, yards and other improvements in a manner which does not detract from the appearance of the immediate neighborhood. The following conditions are prohibited:
 - i. Dilapidated, deteriorating, or unrepaired structures, such as: fences, roofs, doors, walls and windows;
 - ii. Scrap lumber, junk, trash or debris;
 - iii. Abandoned, discarded or unused objects or equipment, such as automobiles, automobile parts, furniture, stoves, refrigerators, cans, containers, or similar items;
 - iv. Stagnant water or excavations, including swimming pools or spas;
 - v. Any device, decoration, design, structure or vegetation which is unsightly by reason of its height, condition, or its inappropriate location.
 - c. Owner shall allow reasonable periodic examination of the interior and exterior of the Historic Site, by prior appointment, if a request is made by representatives of the City of National City Planning Department, the Community Development Commission of the City of National City, County Assessor, State Department of Parks and Recreation, or the State Board of Equalization, as may be necessary to determine Owner's compliance with the Contract.
 - d. Owner shall allow visibility of the exterior of the structure from the public right-of-way.
 - e. Should Owner apply to City for a permit for demolition, substantial exterior alteration or removal of the Historic Site, Owner shall attend and participate in a scheduled hearing regarding such application before the board or commission

designated by the City Council to oversee City's historic resources prior to the issuance of such permit, so long as such hearing is completed no longer than three (3) weeks after owner submits such application to City.

- f. Notwithstanding the foregoing subparagraph 2.e, should Owner apply to City for a permit for the demolition, substantial exterior alteration or removal of the Historic Site, Owner shall comply with all City and State of California environmental regulations, policies and requirements prior to City's issuance of the requested permit.
4. Information of Compliance. Owner hereby agrees to furnish City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Contract.
5. Cancellation. City, following a duly noticed public hearing as set forth in California Government Code Sections 50280, et seq., may cancel this Contract if it determines that Owner has breached any of the conditions of this Contract or has allowed the property to deteriorate to the point that it no longer meets City's or the State's standards for a qualified historic property. In addition, City may cancel this Contract if it determines that Owner has failed to restore or rehabilitate the Historic Site in the manner specified in subparagraph 3(a) of this Contract, or has demolished, substantially altered, or removed the Historic Site. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280, et seq.
6. Enforcement of Contract. In lieu of and/or in addition to any provisions related to cancellation of the Contract as referenced herein, City may specifically enforce or enjoin the breach of the terms of this Contract. In the event of a default under the provisions of this Contract by Owner, City will give written notice to Owner by registered or certified mail addressed to the address stated in this Contract, and if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Contract and may bring any action necessary to specifically enforce the obligations of Owner growing out of terms of this Contract, or may apply to any state or federal court for injunctive relief against any violation by Owner or may apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Contract. All other remedies of law or in equity which are not otherwise provided for in this Contract or in City's regulations governing historic sites are available to City to pursue in the event there is a breach of this Contract. No waiver by City of any breach or default under this Contract shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.
7. Binding Effect of Contract. Owner hereby subjects the Historic Site to the covenants, reservations and restrictions as set forth in this Contract. City and Owner hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein

shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Site. Each and every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Site, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Contract regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein, touch and concern the land, in that Owner's legal interest in the Historic Site is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the historic Site for the benefit of City, the public, and Owner.

8. Processing Fee. Owner shall pay to City a graduated processing fee of \$100 per \$100,000 of assessed value of the Historic Site, not to exceed \$500, prorated to actual assessed value.
9. Effective Date and Term of Contract. This Contract shall be effective and commence on _____, 200__, and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such initial term will automatically be extended as provided in paragraph 10 below.
10. Renewal. Each year on the anniversary of the effective date of this Contract (the "renewal date"), a year shall automatically be added to the initial term of this Contract unless notice of non-renewal is mailed as provided herein. If either Owner or City desires, in any year, not to renew this Contract, Owner or City shall serve written notice of non-renewal on the other party in advance of the annual renewal date of the Contract. Unless such notice is served by Owner to City at least ninety (90) days prior to the annual renewal date, or served by City to Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Contract as provided herein. Upon receipt by Owner of a notice of non-renewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual renewal date of the Contract, withdraw its notice of non-renewal. If either City or Owner serves notice to the other of non-renewal in any year, the Contract shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Contract, whichever may apply.
11. Notice. Any notice required to be given by the terms of this Contract shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by either party.

To City:

To Owner(s):

City of National City
Director of Planning
1243 National City Boulevard
National City, CA 91950-4301

National City, CA 91950

12. General Provisions.

- a. None of the terms, provisions, or conditions of this Contract shall be deemed to create a partnership between the parties and any of their heirs, successors, or assigns, nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.
- b. Owner agrees to and shall hold City and its elected officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use of operations of Owner or those of his or her contractor, subcontractor agent, employee or other person acting on his or her behalf which relate to the use, operation, and maintenance of the Historic Site. Owner hereby agrees to and shall defend City and its elected officials, officers, agents, employees and volunteers with respect to any and all actions for damages caused by, or alleged to have been caused by, reasons of Owner's activities in connection with the Historic Site. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Contract regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Historic Site.
- c. All of the agreements, rights, covenants, reservations, and restrictions contained in this Contract shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Site, whether by operation of law or in any manner whatsoever.
- d. In the event that any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof shall not be effected thereby.
- e. This Contract shall not take effect unless and until Owner's signature is notarized by a notary public. Furthermore, if an agent or representative of Owner signs this Contract on behalf of Owner, the agent or representative must furnish proof to the satisfaction of City, that the agent or representative has authority to act on Owner's behalf.

- f. This Contract shall be construed and governed in accordance with the laws of the State of California.
 - g. Owner or an agent of Owner shall provide written notice of this Contract to the State Office of Historic Preservation within six (6) months of entering into the Contract.
13. Recordation. No later than twenty (20) days after the parties execute and enter into this Contract, City shall cause this Contract to be recorded in the office of the County Recorder of the County of San Diego.
14. Amendments. This Contract may be amended only by a written and recorded instrument executed by the parties hereto.

CITY OF NATIONAL CITY

OWNER(S) OF RECORD

Date: _____

Date: _____

By: _____
RON MORRISON, Mayor

By: _____
(Notarized Signature)

Title: _____

Date: _____

Date: _____

Attest:

By: _____
(Notarized Signature)

By: _____
Michael R. Dalla, City Clerk

Title: _____

Date: _____

Approved as to form:

By: _____
George H. Eiser, III
City Attorney

OWNERS PLEASE HAVE NOTARY PUBLIC ATTACH A SEPARATE PROOF OF NOTARY PAGE WITH SIGNATURE AND SEAL.